

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rising Pharma Holdings, Inc.		09/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC, as the Collateral Agent		
Street Address:	150 EAST 58TH STREET, 39TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2775998	PAREMYD	
Registration Number:	808363	CAPASTAT	
Registration Number:	285003	NEMBUTAL	
Registration Number:	1464244	GENTAK	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Jae Y. Kim		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	34089-036		
NAME OF SUBMITTER:	Jae Y. Kim		
SIGNATURE:	/Jae Y. Kim/		
DATE SIGNED:	09/27/2023		
Total Attachments: 3			

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ASSIGNMENT FOR SECURITY - TRADEMARKS

September 27, 2023

WHEREAS, Rising Pharma Holdings, Inc., a Delaware corporation (the "Assignor") has adopted and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of December 13, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, assign and transfer to the Assignee and grant to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

In the event of any conflict between this Assignment for Security - Trademarks and the Security Agreement, the terms of the Security Agreement shall control.

This Assignment for Security - Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

RISING PHARMA HOLDINGS, INC.

By: *Rajan Sharma*

Name: Rajan Sharma

Title: General Counsel

SCHEDULE A

Trademark	Country	Application #	File Date	Registration #	Registration Date	Owner
PAREMYD	United States	75/839,701	11/4/1999	2,775,998	10/21/2003	Rising Pharma Holdings, Inc.
CAPASTAT	United States	72/221,381	6/17/1965	808,363	5/17/1966	Rising Pharma Holdings, Inc.
NEMBUTAL	United States	71/308,321	11/26/1930	285,003	7/14/1931	Rising Pharma Holdings, Inc.
GENTAK	United States	73/652,684	4/2/1987	1,464,244	11/10/1987	Rising Pharma Holdings, Inc.

TRADEMARK

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RECORDED: 09/28/2023